

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA**

CLEAR BLUE INSURANCE COMPANY, :

Plaintiff, :

v. :

WALTER SCOTT PALLADINO, :

Defendant. :

Civil Action No: 3:22-cv-00418

Walter Scott Palladino declares, pursuant to 28 U.S.C §1746:

1. I am the Defendant in the above-referenced action. I make this Declaration in opposition to the Motion for a Temporary Restraining Order and Preliminary Injunction filed by the Plaintiff, Clear Blue Insurance Company ("Clear Blue" or "Company").
2. As far as I am aware, I currently have only one cloud storage backup system, an iCloud 2TB Storage Plan identified by username scottpalladino@yahoo.com. This is the only cloud storage system that I have used for several years.
3. I have had this iCloud 2TB Storage Plan identified by username scottpalladino@yahoo.com since at least 2019. The plan auto-renews on the 6th day of each month. Attached hereto as Exhibit 1 are true and correct copies of receipts for the automatic renewals of the iCloud 2TB Storage Plan on November 6, 2019, as well as from March 6, 2022, April 6, 2022, May 6, 2022, June 6, 2022, July 6, 2022, and August 6, 2022.
4. I purchased and use the iCloud 2TB Storage Plan for personal and family use. The iCloud Storage Plan was never installed on nor did I ever use it on my work laptop, which was an IBM Thinkpad, not a Mac.

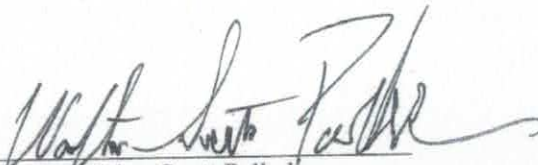
5. I believe the last time that I downloaded anything to the iCloud 2TB Storage Plan was May 30, 2022. Attached hereto as Exhibit 2 is a true and correct screen shot of the most recent documents downloaded into the iCloud 2TB Storage Plan. The most recent download date is May 30, 2022.
6. I did not transfer confidential or proprietary information of Clear Blue from my Company laptop to the iCloud Storage Plan, or anywhere else, in June 2022, July 2022, or August 2022 as alleged by Plaintiff in its Complaint.
7. In its Complaint, Plaintiff alleges that I “downloaded” approximately 10,000 documents from the Company’s SharePoint server to my Company laptop on June 16, 2022, July 7, 2022, and August 1, 2022. I do not recall “downloading” a significant volume of documents from the Company’s SharePoint server to the Company laptop on or about those dates. The only voluminous documents I recall downloading onto the laptop in the past few months of my employment came from a publicly available website, the S&P Capital website.
8. In any event, whatever documents were “downloaded” onto the Company laptop were either deleted prior to my departure from the Company or remain on the laptop and were not taken or transferred by me anywhere else. As Plaintiff acknowledges, I returned the Company’s laptop before I left my employment.
9. As stated above, the only cloud storage backup system I have used in the past several years is the iCloud 2TB Storage Plan, which was not installed or active on the Company laptop and I did not transfer Company documents to it in June, July, or August 2022. I also did not install any thumb drives, external hard drives, or any other similar devices into the Company laptop and use them to transfer or take Company documents when I left my employment. Indeed, as far as I am

aware, the security measures implemented on the Company laptop prohibit using those kinds of external storage devices with the laptop.

10. I did not take any confidential or proprietary documents from my Company laptop with me when I left my employment. I have not shared any such documents with or transferred any such documents to my new employer.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: August 23, 2022



Walter Scott Palladino